

TOBi Chatbot – TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. These Terms and Conditions are between the user of TOBi and Vodafone Romania S.A. By using TOBi, you accept these Terms and Conditions, the [Website's terms and conditions](#) and the [Privacy Policy regarding the use of the Vodafone TOBi chat service \[TOBi Chatbot\]](#). If you do not agree with any part of these documents, you may not use the Chatbot.

These Terms and Conditions are applicable as of 1st of September 2025.

2. DEFINITIONS

“TOBi” or the “Chatbot”	means a software application/virtual assistant that is powered by third-party artificial intelligence (AI) and generative AI technologies, which is programmed to provide helpful information and assistance based on the data available to it, as well as predefined algorithms.
“user” or “you”	means any natural person who uses TOBi, either on their own behalf or as a representative of another entity, provided the said person is duly authorized thereto. “User” or “you” refers to and includes both Vodafone Customers and non-clients.
“Vodafone Customer”	means a natural person who uses TOBi on their own behalf or as a representative of a legal entity, that has entered a contract with Vodafone for the provision of electronic communications services and/or other products.
“Vodafone” or the “Company”	means Vodafone Romania S.A., a joint-stock company headquartered at Globalworth Tower, 201 Barbu Văcărescu Street, 4th floor, District 2, Bucharest, Romania, registered with the Bucharest Trade Registry under number J1996009852407, having the Unique Registration Code 8971726.
“My Vodafone”	means a mobile application (for Android and iOS), as well as a web version accessible via browser at www.vodafone.ro/aplicatia-myvodafone provided by Vodafone that allows Vodafone Customers to manage their Vodafone services/products. Through this application, users can view and pay bills, monitor usage, activate or modify subscriptions, access support, and interact with features such as TOBi. Access to My Vodafone requires user authentication and is exclusively available to Vodafone Customers.
“Terms and Conditions”	refers to the document governing the manner of using TOBi, outlining the applicable rules, responsibilities, and limitations.
“Vodafone Website”	means Vodafone’s official website accessible at www.vodafone.ro .
“general-purpose AI model” or “Gen AI”	denotes an AI model, including where such an AI model is trained on large-scale datasets using self-supervision learning, that demonstrates broad generalization capabilities and can effectively perform a wide range of distinct tasks. This definition applies regardless of how the model is placed on the market and that can be integrated into various downstream systems or applications. It excludes AI models that are used solely for research, development or prototyping activities before they are placed on the market.

“personal data”	has the meaning assigned in Article 4, point (1) of Regulation (EU) 2016/679 (General Data Protection Regulation).
“Force Majeure”	means any event or a series of related events beyond the reasonable control of the party affected (including failures of the internet or any public telecommunications network, cyberattacks (e.g., hacking, denial of service, malware infections), power failures, industrial disputes affecting any third party, changes in legislation, disasters etc.)

3. ABOUT TOBi

- 3.1. TOBi is Vodafone’s virtual assistant powered by third-party AI technology and generative AI and is designed to assist users by responding to general queries and providing support based on the input they provide. The use of TOBi is free of charge.
- 3.2. TOBi is designed to engage users in a fair, respectful and inclusive manner. It does not discriminate based on language, gender, age, ethnicity, disability, or any other personal characteristic.
- 3.3. The available channels through which users can access TOBi, Vodafone’s virtual assistant, include:
 - Vodafone Website – via the chat widget, only for Vodafone Customers;
 - My Vodafone – as an integrated virtual assistant, only for Vodafone Customers;
 - WhatsApp – at +40 372 022 222, for all users;
 - Facebook – through Vodafone Romania Facebook page, for all users.
- 3.4. TOBi is available 24/7 and can provide support for:
 - Account information;
 - Activation of prepaid options and add-ons;
 - Roaming service activation;
 - Invoice and payment information;
 - Basic technical support for mobile and fixed services;
 - Add-ons for roaming service or other services.
- 3.5. Vodafone is committed to the ongoing enhancement of TOBi and its capabilities. As part of this continuous improvement process, the range of services supported by TOBi may be updated periodically to incorporate new features or refinements.
- 3.6. Vodafone reserves the right to amend, update, or expand the information accessible through TOBi at any time. Such changes shall become binding upon all users as of the date on which the revised Terms and Conditions are published on Vodafone’s Website.

4. HOW TO ACCESS AND INTERACT WITH TOBi:

- 4.1. **Requirements of Using TOBi.** In order to access and use TOBi, you are solely responsible for ensuring that you have the necessary hardware and software (such as a computer and/or smartphone with a compatible operating system and internet browser), as well as any required licenses. A stable internet connection is also essential.
- 4.2. **Accessing TOBi.** You may interact with TOBi through the channels described in article 3.3 above. If you are a Vodafone Customer, you can initiate a conversation with TOBi via My Vodafone or on Vodafone’s official website. Access through these channels requires Vodafone Customers to log in to their My Vodafone accounts.

If you are not a Vodafone Customer or you do not have a My Vodafone account, you can reach out to TOBi via WhatsApp or Vodafone Romania Facebook page, where conversations can be started without logging into a My Vodafone account.

- 4.3. **Acceptance of Terms and Privacy Policy.** By accessing and using TOBi, you confirm that you have read and accepted these Terms and Conditions and the [Privacy Policy](#) governing the Vodafone TOBi chat service. Once accepted, you may begin interacting with TOBi by requesting any of the information listed under article 3.4 above. Continued use of TOBi constitutes agreement to comply with these Terms and Conditions throughout the interaction.
- 4.4. **Interacting with TOBi.** To ensure smooth and effective interaction with TOBi, Vodafone recommends following a few best practices:
- **Start the conversation:** Initiate the conversation by typing your query. Our Chatbot is designed to understand a wide range of topics, so feel free to ask about our products, service features or any other questions related to Vodafone services/ products that you may have.
 - **Maintain clear and concise communication:** To get the best results, communicate your queries in a clear and concise manner. TOBi works best when questions are asked as a complete sentence. This helps TOBi to understand your needs accurately and respond effectively.
 - **Stay on topic:** If you're discussing a specific issue (e.g., invoicing), try to keep the conversation focused. This helps TOBi provide more relevant and effective support.
 - **Follow Prompts and Suggestions:** TOBi may offer quick reply to buttons or suggestions to guide you. These are designed to help you navigate faster and reach the right solution.
 - **Privacy and Security:** Rest assured, your privacy is our priority. Our Chatbot is designed to respect your data and adhere to strict security measures. As stated above, when interacting with TOBi, there may be responses that are generated by AI. Gen AI responses do not require personal data or sensitive information such as passwords or personal details - if you have shared your personal details in the Chatbot before receiving a Gen AI response, we work to screen these data out. Please review our [Privacy Policy regarding the use of the Vodafone TOBi chat service \[TOBi Chatbot\]](#) to understand how we collect, use, and share your data.
- 4.5. **Language of use.** TOBi is currently available in Romanian language. The availability of additional languages may be introduced in future updates.
- 4.6. **Ending or interrupting your conversation with TOBi.** Once TOBi has provided the information requested, it may prompt the users to indicate whether they wish to continue the interaction. If the users no longer wishes to proceed, they may end the session by typing "end chat" or use a similar command, upon which the conversation with TOBi will be closed.

In cases where the session is interrupted due to inactivity or technical issues, the conversation may be automatically terminated. In such cases, the users can restart interaction at any time by accessing TOBi through one of the available communication channels.

5. CONDITIONS FOR USING TOBI

- 5.1. As conditions of your use of TOBi, you agree not to use the Chatbot in any matter that:
- is unlawful or prohibited purpose or by applicable terms;
 - intentionally transmits, uploads or distributes any data or material containing viruses, Trojan horses, worms, time bombs, keystroke loggers, spyware, adware, or any other malicious code or software designed to compromise the security or functionality of the Chatbot or of any related systems;
 - engages in any conduct that could damage, disable, or impair any functionality of the Chatbot;
 - transmits, uploads or distributes any content that is unlawful, harmful, defamatory, obscene, or otherwise objectionable;

- misleads, defrauds, bullies, manipulates, insults, harms, abuses, intimidates, humiliates, exploits, defames, harasses, or spams any third party, or attempts to do so;
 - generates and/or disseminates false or misleading information ;
 - infringes upon or otherwise violates the rights of any third party;
 - breaches any applicable local, national or international laws or regulations;
 - is fraudulent or has any unlawful or fraudulent purpose or effect.
- 5.2. You are responsible for all interactions and conversations initiated through the Chatbot, including when signed into your My Vodafone account.
- 5.3. You agree to use the Chatbot in a manner which is consistent with applicable laws and regulations.
- 5.4. You acknowledge and understand that the Chatbot may not always provide accurate or complete responses, and you agree to use your discretion when relying on the information provided.

6. TRANSPARENCY and DISCLOSURE

- 6.1. Kindly note that TOBi is a chatbot powered by artificial intelligence, not a human customer representative. TOBi cannot provide personalised advice or access sensitive customer information (e.g., order details).

7. LIMITATIONS

- 7.1. TOBi may not always understand your questions perfectly. Chatbot's responses are based on the information it has been fed and may not always reflect the latest policy updates or exceptions.
- 7.2. The Chatbot is undergoing a process of continuous improvement where we are working to evolve and improve it. Because of the nature of generative AI, it is possible that information provided by the Chatbot may not be 100% accurate, or may include inaccurate, inappropriate or misleading content, which Vodafone did not intend it to, and which does not represent Vodafone's views. Always use discretion to independently check answers before relying on it.

8. ACCURACY and EXPLAINABILITY

- 8.1. The Chatbot will try its best to provide accurate and up-to-date information. However, it cannot always guarantee the accuracy of its responses. For example, hallucinations (i.e. incorrect or misleading results that AI models may generate from time to time) may occur, and we ask that you validate responses for accuracy. If you are unsure about any information provided, please reach out to our customer support for the accurate information.

9. DATA USAGE

- 9.1. Your conversations with the Chatbot may be stored to improve its performance in the future but. We will never use these data to identify you personally.

10. FEEDBACK

- 10.1. We appreciate your feedback! Feedback regarding inaccuracies or unexpected scenarios can be reported by notifying our teams or speaking with a live agent.

11. INTELLECTUAL PROPERTY

- 11.1. You are granted a non-exclusive, non-transferable right to use the Chatbot, content and services for personal, non-commercial purposes and subject to your compliance with these Terms and Conditions.

- 11.2. You may copy content in an unchanged form for private use if and to the extent that is permitted by the copyright owner. You are not entitled with respect of any content to:
- allow third parties to access it unless and to the extent expressly permitted; or
 - change the Chatbot in any other way.
- 11.3. Except for third-party content used to train the Chatbot or to generate text and output generated therewith, all intellectual property rights related to TOBi, including but not limited to copyrights, trademarks and trade secrets, are owned by or licensed to Vodafone.
- 11.4. Users are strictly prohibited from using any trademarks or logos (collectively, the “**Marks**”) displayed within TOBi without the prior written consent of Vodafone or the third party that may own the respective Marks. Furthermore, reverse engineering, decompiling, disassembling, or otherwise tampering with any software, products, or processes related to the Chatbot is strictly forbidden. Users are also prohibited from inserting any source code or product or manipulating content in any way that affects the user experience, as well as from using any data mining, scraping, or data extraction methods.
- 11.5. You may not reproduce, modify, distribute, or create derivative works based on Chatbot information which has been provided by Vodafone as a source.

12. LIABILITY AND DISCLAIMERS

- 12.1. TOBi is provided for informational purposes only. It is not intended to provide professional advice or replace human interaction; you must not rely on information provided by the Chatbot to replace that of a Vodafone agent.
- 12.2. Whilst we try to offer accurate and helpful responses, Vodafone can't guarantee the reliability, completeness, or up-to-date nature of Chatbot's responses, nor suitability to your individual needs. To the fullest extent permitted by applicable laws and except in case of willful misconduct and gross negligence, Vodafone should not be considered as responsible or liable for any decisions you make in reliance on such information generated by the Chatbot.
- 12.3. Please ensure that you check the accuracy of questions asked to the Chatbot. You should exercise your own discretion and verify accuracy when interpreting the responses and making decisions based on the content. You must ensure that services/ products purchased on the Vodafone website because of information provided by the Chatbot are suitable for your individual needs.
- 12.4. Vodafone assumes no responsibility for the installation, maintenance, repair, or configuration of the equipment through which you access TOBi and shall not be held liable for any errors that may occur during the use of TOBi, resulting from technical malfunctions, software issues, or failure to comply with applicable laws governing the use of services in general and telecommunications services in particular. Vodafone shall not be held liable in the event of any virus infection affecting the phone and/ or tablet and/ or computer used by the user to access TOBi.
- 12.5. Vodafone shall not be held liable for any interruption of access due to technical problems or maintenance, overload of the Chatbot or the network, Force Majeure or any resulting damage.
- 12.6. TOBi is designed to assist with inquiries related strictly to Vodafone services or account-related information (only for Vodafone Customers). Users are advised not to share information unrelated to Vodafone, such as health information or other private matters. Vodafone is not responsible for any consequences resulting from the disclosure of information that falls outside the intended scope of TOBi service.
- 12.7. Where information is presented by the Chatbot to the user which is either not related to Vodafone, not publicly available on the Vodafone Website or not based on responses that have been pre-approved by Vodafone (known as 'non-Vodafone sourced information'), Vodafone is – to the fullest extent

permitted by applicable laws and except in case of willful misconduct and gross negligence – not liable for errors or omissions in such non-Vodafone sourced information, nor is Vodafone liable for actions that the customer/ potential customer/ user takes as a result of the non-Vodafone sourced information (including but not limited to purchasing decisions), nor is Vodafone liable for losses or damages resulting from answers given by the Chatbot which are based on non-Vodafone sourced information, be they direct, indirect or consequential losses.

- 12.8. Vodafone will retain a record of all conversations via TOBi for the purpose of monitoring and ensuring the integrity of the Chatbot for a period of 3 years. In the event of any dispute between users and Vodafone, the logs of the conversations with TOBi may be referred to.

13. DATA PROTECTION

- 13.1. Our Chatbot is designed to respect your data and adhere to strict security measures. As stated above, when interacting with TOBi, there may be responses that are generated by AI. Gen AI responses do not require personal data or sensitive information such as passwords or personal details - if you have shared your personal details in the Chatbot before receiving a Gen AI response, we work to screen these data out.

- 13.2. For more information, please review our [Privacy Policy regarding the use of the Vodafone TOBi chat service \[TOBi Chatbot\]](#) to understand how we collect, use and share your data.

14. COMPLAINTS

- 14.1. We try to make TOBi as accessible as possible. At the end of your interaction with TOBi, we will ask whether your request has been successfully resolved and invite you to share feedback on how easy the process was. If you feel that your issue has not been resolved or the experience was not satisfactory, you will be given the option to be transferred to a Vodafone customer service agent for further assistance.

- 14.2. Alternatively, if you have complaints about TOBi, please contact us:

- by email at persoane.fizice_ro@vodafone.com (for individual customers) or persoane.juridice_ro@vodafone.com (for business customers);
- by calling our customer service number: ***221**;
- by reaching out to your account manager directly (only for Vodafone Business Customers);
- by sending us a message via **Facebook**, through the “Message” section on our official page: <https://www.facebook.com/vodafone.ro>; or
- by submitting a written request at any of our Vodafone stores.

15. MISCELLANEOUS

- 15.1. We reserve the right to modify or update the Terms and Conditions. Where these Terms and Conditions are subject to substantial changes, we will notify you by any means appropriate. Your continued use of the Chatbot after any changes signifies your acceptance of the revised Terms and Conditions.

- 15.2. We reserve the right to modify or discontinue the service at any time without notice. We also reserve the right to refuse you the right to use the Chatbot if you are acting in a fraudulent way or in a way which is not in line with applicable laws or these Terms and Conditions.

- 15.3. These Terms and Conditions will be governed by and interpreted in accordance with the laws of Romania. Any dispute arising between the parties in connection with TOBi shall be resolved amicably between the user and Vodafone. If an amicable resolution is not possible, either the user or Vodafone may refer the matter to the competent courts in Romania.